covering such land was not deep enough to be navigable. *Winous Point Shooting Club* v. *Slaughterbeck,* (Ohio, 1917), 117 N. E. 162.

This case puts the waters of the Great Lakes and the bays and arms thereof in precisely the same class, so far as rights of hunting and fishing are concerned, as tidal waters, and navigability in fact is not a test of the right. The court also disposes of whatever uncertainty there may have arisen as a result of *Bodi* v. *Winous Point Shooting Club,* 57 Oh. St. 226, as to the right of the public to fish in navigable, non-tidal *streams* the beds of which are owned privately. The principal case interprets the earlier case as holding that in such waters there is no public right of fishing. See 16 MICH. L. REV. 37.

GIFT—ON CONDITION—ENGAGEMENT RING—RIGHT TO RETURN OF RING.—Upon her promise of marriage, the plaintiff presented the defendant with an engagement ring which she wore in the ordinary way for several months. She then broke off the engagement, whereupon the plaintiff brought suit for the recovery of the ring. *Held,* plaintiff can recover. *Jacobs* v. *Davis* (1917), 2 K. B. 532.

The court relies upon the historical development of the practice of giving engagement rings. Their conclusion is that the ring is a "pledge or something to bind the contract of marriage," and is given upon the implied condition that it should be returned if the donee should break off the engagement. Whether the ring should be considered as a pledge or a conditional gift was not expressly determined in this case, the result being the same on either theory. In *Stromberg* v. *Rubenstein,* 44 N. Y. Supp. 405, recovery of an engagement ring was denied on the ground that the defendant was an infant. The decision may be justified if we treat the transaction as a contract, but it is rather difficult to see how infancy would constitute a defense if we adopt the conditional gift theory. With regard to presents of tangible property, other than engagement rings, exchanged between parties to a marriage contract, several rather early English cases allow recovery, apparently proceeding on the theory that such presents are conditional gifts. 1 FONB. EQ., Ed. 3, 439; *Young* v. *Burrell,* Cary 77; *Robinson* v. *Cumming,* 2 Atk. 409. One case reported in 14 VIN. ABR. TIT. GIFT, pl. 7, seems to support the pledge doctrine. In *Williamson* v. *Johnson,* 62 Vt. 378, a sum of money was sent by a young man to his fiancée to enable her to buy her trousseau and to travel to his home. Although the trial court found as a fact that the money was intended as an unconditional gift, made in expectation of marriage, the Supreme Court permitted recovery. Several theories were advanced which are not wholly consistent: that it was a conditional gift; that it was not a gift in a strict legal sense, being "made in expectation and under an arrangement that they were for specific purposes," upon failure of which "the depositor" might recover; that it was a case of failure of consideration. See WOODWARD, QUASI-CONTRACTS, § 48.

GRAND JURY—MEN—WOMEN.—Defendant filed a motion to set aside an indictment upon the ground that the grand jury that found the indictment was not a legal grand jury in that it was composed of eleven men and eight wo-